



ADITYA ENGINEERING COLLEGE

An Autonomous Institution

Approved by AICTE • Permanently Affiliated to JNTUK • Accredited by NAAC with 'A' Grade

Recognised by UGC under sections 2(f) and 12(B) of UGC Act, 1956

Aditya Nagar, ADB Road, Surampalem - 533437, Near Kakinada, E.G.Dt., Ph:99498 76662

Heath Centre

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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
No. 6246 Rs. 100/- Aditya academy
4.9.2021 Kakinada.

DA 795630
G.V. SATYAVATHI
NEAR BUS STAND
PEDDAPURAM
LC No. 04-07-01-2014
R.L. No. 04-07-07-2020
Cell : 99596 79790

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into at Chennai on this 06th September 2021.

BETWEEN

APOLLO SHINE FOUNDATION, a not for profit company incorporated under the Companies Act, 1956 and having its registered office at Ali Towers, No. 55, Greaves Road, Chennai – 600006, hereinafter referred to as “**Foundation**” which expression shall unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors in office and permitted assigns of the **FIRST PART**,

AND

ADITYA ENGINEERING COLLEGE, Surampalem, accredited by NAAC having its Corporate office at Srinagar, Kakinada, Andhra Pradesh, represented by its Principal Dr. M. Sreenivasa Reddy hereinafter referred to as “**Institution**” which expression shall unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors in interest and permitted assigns of the **SECOND PART**

“**Foundation**” and “**Institution**” shall be individually referred to as a “**Party**” and collectively as “**Parties**”

[Signature]

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RECITALS

WHEREAS:

- (a) The Foundation is a not for profit organization incorporated with the vision to provide quality and comprehensive healthcare services that include facilities and services for creating awareness, prevention, treatment, diagnosis and care for illnesses, to children, adolescents and young adults, irrespective of caste, religion, sex or financial means. The Foundation intends to provide subsidized/free healthcare packages to such children, adolescents and young adults;
- (b) The Foundation has set-up the Apollo SHINE Foundation Clinic under the aegis of the Apollo hospitals group, and is situated at Apollo Specialty Hospitals, No.5/639, Old Mahabalipuram Road, Kandanchavadi, Chennai – 600 096, and has engaged on its payroll medical practitioners and/or paramedics and/or other healthcare professionals to deliver such healthcare services.
- (c) The Institution is an educational institution providing quality education at affordable cost to the needy sections of the society, and in order to promote the health and well-being of its students, the Institution is interested in collaborating with a healthcare service provider to provide a comprehensive health services to all the students of its Institution.
- (d) The Foundation has developed a comprehensive program viz., "Campus Health Initiative" which includes several healthcare related services such as health screening by its medical professionals supported by its paramedics, setting-up infrastructure for first aid facilities at each educational institution, auditing and recommending health safety standards in the premises. It also aims at inculcating habits of discipline, focus and moderation that will lead to a life time of good health among students of educational institutions by introducing a holistic approach to healthcare such as awareness on the benefits of Yoga, hygiene, dietary habits, exercise. The "SHINE Program" envisages delivery of healthcare services at a nominal rate for students and as required, free treatment of underprivileged students.
- (e) Institution is desirous of implementing all or some components of the SHINE program in its Institution and the Foundation has agreed to provide its healthcare services as per the terms stated in the Annexure to this MoU.

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. SCOPE OF THE MoU

- a. This MoU shall govern the relationship between the Foundation and the Institution and the manner in which it shall deliver the SHINE program in its Institution with respect to the services set out in *Annexure-1* to this MOU ("Services")
- b. The SHINE program shall deliver services related to health screening, health awareness, preventive medicine, pre-emptive health checks, patient stabilization in case of emergency and administration of a first-aid room on campus, audit and recommendations for maintaining optimum levels of health safety on the Institution's campus.
- c. SHINE is also extended to the staff/teachers of the Institution, and certain underprivileged students who are economically backward.
- d. The enrolled students, staff and teachers shall also be entitled to Insurance benefits and the Foundation shall facilitate the same through third party insurance providers.

- e. The Foundation will perform professional services as set out in Annexure-1 as appended herein and as the Parties may agree from time to time. For any additional services the Parties will enter into a written Statement of Work ("SOW") pursuant to this MOU. The SOW shall include a description of the services to be performed, compensation to be paid to the Foundation for such additional services, and the project schedule for performance of the services. Such SOW shall form part and parcel of this MoU and be governed by the terms and conditions herein.

2. OBLIGATIONS OF THE FOUNDATION

The Foundation shall ensure that:

It shall deliver a comprehensive coverage of Services under the SHINE Program, in a phased manner in consultation with the nominated representative of the Institution. The nominated representative for the purpose of this MoU shall be the Secretary ("Nominated Representative") of the Institutions.

First Aid Room. It shall set-up a First Aid room to administer its services to the Members in a location indicated by the Institution and space provided by it.

The First-Aid room will be equipped by the Foundation with the consumables that include first-aid kits and non-prescription medicines required for the day-to-day running of the room and administering basic first-aid to Members. A trained nurse/paramedic shall be stationed at the First-Aid room to provide such care.

The SHINE First Aid Room at the institution provided by the Foundation shall function during the Institution's working days and working hours. The foundation will intimate the Nominated Representative in advance if the room cannot be operational for any reason.

In case an emergency situation arises where a Member requires medical care beyond first aid, the Shine nurse shall, in consultation with a SHINE physician, call for an ambulance and inform the Nominated Representative of the Institution. The Nurse, in consultation with the Shine Doctor, shall complete an assessment form with the details of the Member including a preliminary assessment of the Member's condition and handover the same to the Nominated Representative/ parent/guardian/ of the Member.

Health Screening. Foundation will conduct the Health Screening on campus for Members once every year which will include basic parameters such as Height, weight, waist circumference, body mass index, vision, dental, blood pressure (adults only) sugar check (adults only) and general systemic clinical examination with our Doctors.

Preventive Healthcare Awareness. Foundation shall provide informative literature and Preventive health advisory on various health issues is provided and it will conduct various health talks on holistic healthcare as mentioned above and conduct Basic Life Support awareness programs for the benefit of the Members in consultation with the Nominated Representative.

Insurance. To complete the continuum of care, and for better understanding of health care services in the country, Shine includes Accident/ Health insurance as part of the program. This is an external association that the foundation has with multiple insurers based on type of product and is not a part of the service offering. As a value added service, Shine teams will coordinate with the insurer incase required. A separate annexure is to be signed with the terms of the arrangement as decided by the institution

Health Safety Audit. The Foundation shall provide services relating to healthcare that include Disease Education, Campus Audits & Recommendations, COVID Protocol Implementation, And Continuous Monitoring.

2.6. Health Records. Health Records of the Members will be accessible to the Members, their parent/guardian subject to legally acceptable terms of confidentiality, in electronic format. Medical Records shall mean a record of the Member's basic medical information such as medical history, care or treatment received, test results, diagnoses, digital recordings, and medications taken.

2.7. Informed Consent. Informed consent as prescribed by law is obtained from parents/legal guardians of students, staff/teacher consenting to undergo the health-check services under the Program. The Nominated Representative shall ensure that Members complete and hand-over the completed informed consent/authorization forms to the Foundation or in the alternate ensure that the written consent forms are executed online as indicated by the Foundation. The Foundation will not be obliged in any manner whatsoever to deliver services under the Program to any Member on non-receipt of such written consent/authorization.

3. OBLIGATIONS OF THE INSTITUTION

Membership. Institution shall ensure that all students are enrolled as Members in the SHINE Program. The Institution shall provide the Foundation of the list of Members, contact details and other particulars.

3.2 Dissemination of Information. Institution shall ensure that the terms and conditions / services of SHINE as per this MOU are duly communicated to the Member/parent/guardian and shall ensure it hands over the information sheets provided by SHINE to each Member/parent/guardian.

Nominated Representative. Institution shall nominate the Nominated Representative to be single point of contact to coordinate the SHINE program with the Foundation.

Facilities. Institution shall provide a room of not less than 100 square feet, to the Foundation to run the First-Aid room and shall also provide other necessary facilities as shall be indicated by the Foundation, and ensure that the room is maintained with such facilities.

Documentation. The Institution shall ensure that the Members complete and return all necessary documentation including signed Informed Consent forms provided by the Foundation.

Access. The institution shall allow the Foundation access to its premises as required for the Foundation to render its Services in accordance with this MoU.

3.7 Payment. The Institution shall pay the Foundation for services rendered under the SHINE program. The Foundation shall raise an invoice for such services rendered on a basis and the Institution shall make such payment within 14 days of receipt of the Invoice. The payment may be paid by Cheque / Online Transfer / Demand Draft payable to "Apollo SHINE Foundation" payable at Chennai, payable at the time of commencement of the SHINE program.

4. INTELLECTUAL PROPERTY

The Institution acknowledges that the Foundation has not granted the Institution any implied or express license to use its Brand name "APOLLO SHINE FOUNDATION", Logo and any intellectual property rights that accrue thereof. The Institution shall not use any such Brand Name/intellectual property of the Foundation except in accordance with this MoU or unless authorized by the Foundation in writing.

5. TERM AND TERMINATION

This MoU shall become effective from date of Institution open and it is valid for period of 1 year. The MoU shall be renewed for a further period at the option of both the Parties.

Notwithstanding the above, either Party may terminate this MoU by serving a notice of 30 (thirty) days to the other Party.

Notwithstanding anything contained in this MoU, this MoU shall terminate upon the occurrence of the insolvency, bankruptcy, dissolution, or liquidation of either Party.

Upon expiration or early termination, the Parties will not be liable for any ongoing obligations except for the surviving obligations under this MoU on the date of such termination.

5.5 Upon expiration or early termination, both Parties shall return or destroy all Confidential Information of the other Party that it possesses and shall confirm such return in writing within 10 business days of expiration or early termination of this MoU. Expiration or early termination of this MoU shall not prejudice any of the Parties' rights and remedies which have accrued as on termination date.

Immediately on expiry or early termination of this MoU, the Institution shall ensure that it informs the beneficiary and incase the beneficiary is a minor their parents/legal guardians that the Program has been discontinued and the Foundation shall ensure that it hands over all the Medical Records to the concerned beneficiary, parents/legal guardians within a week from the expiry or early termination of this MoU.

Immediately on expiry or early termination of this MoU, the Institution shall permit the Foundation to remove all its equipment and utilities from its premises permanently.

Immediately on expiry or early termination of this MoU, the Foundation shall remove its property (medicines, medical equipment, furniture, electronics, registers), signage, and any display of its Brand from the Institution's premises. The Institution shall discontinue its use of any and all Intellectual Property, made available to it by or on behalf of the Foundation. The Institution shall ensure that it shall take all actions necessary to prevent any confusion in the minds of the public that it continues to be associated with the Foundation's Brand, post termination/early expiration.

6. CONFIDENTIAL INFORMATION

Confidential Information in relation to a Party means:

- a) Any personal sensitive data including health records of the members and beneficiary under this MOU
- b) any information obtained from, or provided by, the Party in the course of negotiating or performing this MoU which is confidential in nature and/or designated by the Party as confidential
- c) any information concerning the organization, business, intellectual property, technology, trade secrets, know-how, finance, transactions or affairs of Parties (whether conveyed in written form)
- d) any information or materials prepared by or for a Party that contain or otherwise reflect, or are generated from Confidential Information; and but does not include any information that was in the public domain when it was provided to the other Party becomes, after being provided to the other Party, part of the public domain, except through disclosure contrary to this MoU was in the other Party's possession when it was provided to it and was not otherwise acquired from the Party directly or indirectly; or was lawfully received from another person having the unrestricted legal right to disclose that information without requiring the maintenance of confidentiality.

Both Parties shall ensure that all of its personnel are bound by confidentiality terms which are no less stringent than those imposed on either Party under this MoU.

Both Parties shall comply with all relevant obligations under applicable law pertaining to security practices to be followed with regard to medical information made available to such Party.

This Section shall be a continuing obligation on the Parties notwithstanding the expiry or termination of this MoU.

7. AUTHORITY

Each Party represents and warrants that it has the authority to enter into, and the respective signatories are authorized to sign and that it has received all necessary approvals to execute the MoU.

8. INDEMNITY

Both Parties agree to fully and completely indemnify, defend and hold harmless, the other Party, affiliates, and permitted assigns from and against all claims, losses, costs, liabilities, damages or deficiencies including legal fees and expenses (hereinafter collectively referred to as 'Losses') suffered, incurred or paid, directly or indirectly, by the other Party, as a result of, in connection with or arising out of any claims by any person with respect to material breach of any of the provisions of this MoU or material breach of any applicable laws, regulations and globally accepted ethical norms and consenting practices.

9. MEDIATION, ARBITRATION AND JURISDICTION

In the event of a dispute arising out of or relating to this MoU, including any question regarding its existence, validity or termination, the parties shall seek settlement of that dispute by mutual discussions.

If the dispute is not settled by mutual discussions, the dispute shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English. Judgment on the arbitrator (s) award may then be entered in the Courts at Chennai. The Courts in Chennai shall have exclusive jurisdiction to entertain any application/petition relating to the dispute between the Parties.

10. NOTICES

Any notice or other communication required or permitted under this MoU shall be in writing, delivered in person, by registered post or by e-mail, and will be deemed given as of the date it is received by the receiving party. Notice shall be given to the parties at the addresses listed below:

If to the Foundation:

Attention: Mr. Kishore Manohar
Director
Address: The Apollo SHINE Foundation,
Ali Towers, No.55,
Greams Road, Chennai - 600 006.

If to the Institution:

Attention: Dr. M. Sreenivasa Reddy
Principal
Address: Aditya Nagar, ADB Road,
Surampalem,
Andhra Pradesh, India,


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11. GENERAL.

In the event that any provision of this MoU is held unenforceable for any reason, the remaining provisions of this MoU shall remain in full force and effect. Any amendment to this MoU must be in writing and must be signed by the parties. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. The waiver by either party of a breach or violation of any provision of this MoU shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

12. COMPLETE AGREEMENT; AMENDMENT.



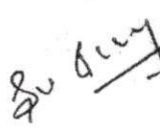
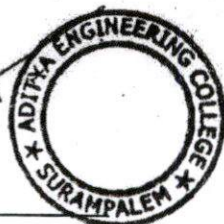
Each party acknowledges that it has read this MoU, understands them, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the MoU between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this MoU. This MoU may not be modified or altered except by written instrument duly executed by both parties.

13. COUNTERPARTS.

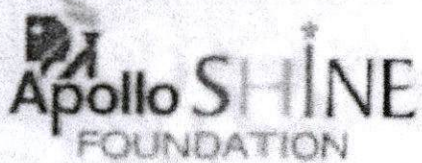
This MoU may be executed in counterparts and such counterparts may be delivered by facsimile or electronically and each shall be treated by the parties as an original of this MoU.

SIGNATORIES

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first herein above written.

For The Apollo Shine Foundation   Name: Mr. Kishore Manohar Designation: Director	For Aditya Engineering College   Name: Dr. M. Sreenivasa Reddy Designation: Principal
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MOHAMMED ZUBAIRUDDIN
DITYA ENGINEERING COLLEGE

Ambulance 108 or 1066

Helpline No: 044-28292345 (10 A.M – 5 P.M)

www.apolloshinefoundation.org

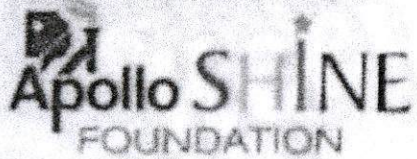
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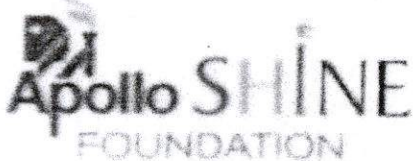
SARTAJ PATEL
DITYA ENGINEERING COLLEGE

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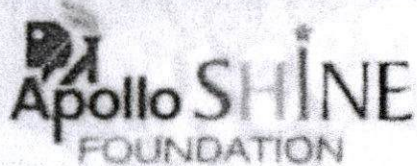
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ZEESHAN AHMED
ADITYA ENGINEERING COLLEGE

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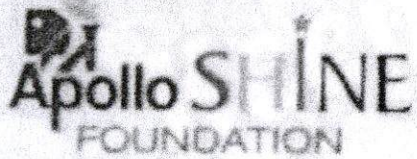
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**KILLI VEERA HARI PRASAD
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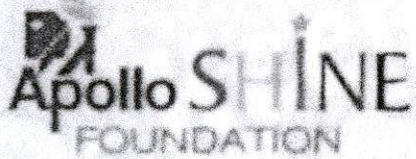
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JAGATHANI RAJA SEKHAR
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 **Apollo SHINE**
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**VELAGALA SHYAM JITENDRA
REDDY**
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 **Apollo**
HOSPITALS
KAKINADA

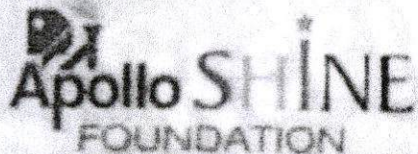
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**AINAPURAPU SIRISHA
BHADRA KALI
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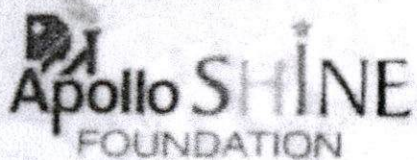
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**NIMMAKAYALA RAJESH
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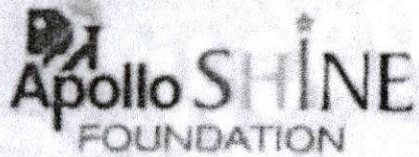
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EJJINA MANI BABU
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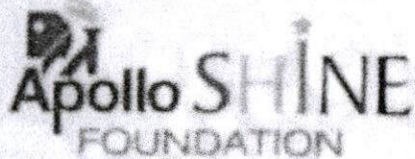
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